

# MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

JAMES A. HESSE 622-2024  
ASSISTANT GENERAL COUNSEL

PATRICK C. MULLEN 622-2022  
GENERAL SOLICITOR

ROBERT H. STAHLHEBER 622-2014  
CHIEF COMMERCE COUNSEL

ST. LOUIS, MISSOURI 63103

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT

MARK M. HENNELLY  
SENIOR VICE PRESIDENT AND GENERAL COUNSEL  
622-2025

DONALD E. MOLLOY 622-2016  
JOSEPH J. GAZZOLI 622-2012  
WILLIAM G. BARR 622-2866  
KIM R. LUTHER 622-2021  
GENERAL ATTORNEYS

ARTHUR R. ZAEGEL 622-2015  
MICHAEL THOMPSON 622-2011  
ASSISTANT GENERAL ATTORNEYS

NINA K. WUESTLING 622-2017  
ATTORNEYS

RECORDATION NO. 6398-1

FILED 1425

JAN 15 1982 -2 40 PM

January 12, 1982

INTERSTATE COMMERCE COMMISSION

Re: Railroad Equipment Lease Between Missouri Improvement Company  
and Mississippi Lime Company, Dated September 15, 1971,  
Recorded with the Interstate Commerce Commission on  
November 15, 1971, under Recordation No. 6398

No. 2-0111111  
JAN 15 1982  
Date 10:00

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Alton, D. C.

Dear Ms. Mergenovich:

Enclosed for filing and recording pursuant to 49 CFR Section 1116.1, et seq., are the original and two executed counterparts of a Supplemental Agreement, dated December 23, 1981, to the Lease Agreement referred to in the caption hereof, wherein by mutual agreement of the parties the term is extended for two years and the rental rate for the cars is increased.

The names and addresses of the parties to the transaction set forth in the Supplemental Agreement are:

Lessor: Missouri Improvement Company  
210 North 13th Street  
St. Louis, MO 63103

Lessee: Mississippi Lime Company  
7 Alby Street  
Alton, IL 62002

The Supplemental Agreement covers the following rail equipment:

<u>Cars</u>	<u>Description</u>	<u>Car Numbers</u>
60	100-Ton Quadruple Open-Top Hopper Cars, AAR Mechanical Designation "HT"	MLHX 587500- 587559, inclusive

A check for \$10 to cover the filing and recording fee is enclosed here-  
with.

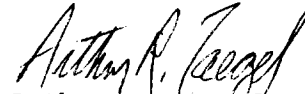
Ms. Agatha L. Mergenovich

-2-

January 12, 1982

Upon filing and recording, the original of the Supplemental Agreement, showing recordation date and number, should be returned in the enclosed self-addressed envelope to the undersigned, who is the attorney for Lessor.

Sincerely yours,

  
Arthur R. Zaegel

ARZ/slh

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

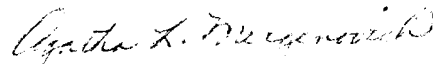
Arthur R. Zaegel  
Missouri Pacific RR Co.  
Law Dept.  
210 N. 13th Street  
St. Louis, Missouri 63103

January 15, 1982

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/15/82 at 2:40PM , and assigned re-recording number(s). 6338-A

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. 6398-A  
Filed 1428

JAN 15 1982 -2 40 P.M.  
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, entered into as of this 23rd day of December, 1981, by and between MISSOURI IMPROVEMENT COMPANY, a Missouri corporation, whose address is Missouri Pacific Building, 210 North 13th Street, St. Louis, Missouri 63103, hereinafter referred to as "Lessor," and MISSISSIPPI LIME COMPANY, a Missouri corporation, whose address is 7 Alby Street, Alton, Illinois 62002, hereinafter referred to as "Lessee," WITNESSETH:

R E C I T A L S:

There is now in effect between the parties hereto a certain written agreement of lease, dated September 15, 1971, hereinafter referred to as "Basic Agreement," whereby Lessor leased 60 one hundred-ton quadruple open-top hopper cars to Lessee for a period of 10 years from the average date of delivery of all of the cars so leased, at rental of \$221.00 per car per month during the term of the lease. Both parties are now agreeable to extending said term for another 2 years, at an increased rental of \$295.00 per car per month, and desire to set forth in writing their agreement with respect thereto.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto covenant and agree as follows:

Paragraphs 2, 5 and 9(c) of the Basic Agreement shall be deemed to be and are changed to read as follows effective January 1, 1982:

"2. The term of this agreement as to each of the cars leased hereunder shall extend to December 31, 1983, unless sooner terminated as hereinafter provided. It is further agreed that Lessor will not later than September 1, 1983, give written notice to Lessee of Lessor's desire to renegotiate the lease on said cars. Thereafter, Lessor and Lessee shall negotiate in good faith toward reaching agreement on the terms and conditions for lease of cars for the period commencing January 1, 1984. If a new lease is not consummated between the parties by January 1, 1984, cars will be removed from Lessee's service no later than February 1, 1984; and during this thirty (30) day interim period, and until all cars are returned to Lessor, the cars shall remain subject to all terms and conditions of this Agreement."

"5. Lessee agrees to pay to Lessor, in advance, as fixed rent the sum of Two Hundred Ninety-Five Dollars (\$295.00) per car per month effective January 1, 1982, at Lessor's above-listed principal office. The first of said rental obligations shall be paid on January 1, 1982, and all subsequent payments of rental shall be made on the first day of each succeeding month. The last payment of rental shall cover the number of days from the first day of the final month to the termination date of this agreement at the prorata rate per day."

"9(c). Lessor shall have the right but shall not be obligated to substitute another car of similar type and capacity for any of the cars which have been damaged or destroyed or which have been determined by Lessor as uneconomical to repair and removed from service."

Basic agreement, as hereby supplemented and amended, shall continue in full force and effect by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be signed in their respective names as of the day and year first above written.

MISSOURI IMPROVEMENT COMPANY

ATTEST:

By A. J. J. Lerold  
ATTORNEY AT LAW

By Robert A. Dunning  
President

MISSISSIPPI LIME COMPANY

ATTEST:

By C. W. Reed

By Robert A. Dunning  
Vice President

STATE OF MISSOURI     )  
                              )  
CITY OF ST. LOUIS     )   SS.

I, *Diane E. McIlroy*, the undersigned officer, a notary public duly qualified, commissioned, sworn and acting in and for said City in said State, hereby certify, that on this 23rd day of December, 1981:

Before me appeared Robert J. Dunne, Jr., to me personally known, who, being by me duly sworn, did say that he is President of Missouri Improvement Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office this 23rd day of December, 1981.

*Diane E. McIlroy*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

DIANE E. MCILROY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
CITY OF ST. LOUIS

STATE OF ILLINOIS     )  
                              )   SS.  
COUNTY OF MADISON    )

I, ALAN E. LOVEL, the undersigned officer, a notary public duly qualified, commissioned, sworn and acting in and for said County in said State, hereby certify, that on this 24TH day of DECEMBER, 1981:

Before me appeared R. W. Woodcock, to me personally known, who, being by me duly sworn, did say that he is Vice President of Mississippi Lime Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office this 24TH day of DECEMBER, 1981:

*Alan E. Lovel*  
Notary Public

My Commission Expires:  
2-1-82